

To: Bill Bilyeu

From: Bill Burke

Date: 5-5-11

Subject: Change Orders for Swaim Construction – Central Plant Upgrade Project

PCO #7 – Change Control sequence per direction from MEP Engineer \$1,573.00

PCO #8 – Add router for offsite call-in capability to trouble shoot the system \$1,408.00

PCO #9 – Wiring of two valves installing a control and programming for Chillers 3 & 4  
\$3,098.00

Total Change Order – \$6,079.00 increase

Thank you for your consideration

OK  
5/5/11  
B. Burke

# Change Order Request: # 7

Date: 4/29/2011

Tindall Mechanical, Inc.  
700 Straus  
Cedar Hill, Texas 75104  
Ph #: (972) 291-1724 Fax #: (972) 291-5039

To: Swaim Construcion  
15950 N. Dallas Pkwy. Ste 400  
Dallas, TX 75248  
Ofc: 972-387-7375 Fax: 972-387-7377  
Site: Fax:

Project: Collin County Central Plant Upgrade

Attn: Brad Harris

Description: Material and labor to change the control logic and impliment per Garrets Request.

\$ -  
\$0.00

## Project Management

\$0.00

\$0.00

Rental: Rotary Hammer & Cutoff Saw

\$0.00 2 day Rental

Pick-up & Delivery

\$0.00

Labor - Field at \$25.00/hr

\$0.00

0 Man Hours

Labor - Shop at \$20.00/hr

\$0.00

0 Man Hours

Excavation (see attached)

\$0.00

Supervision at \$25.00/hr

\$0.00 15% of Man Hours = 0

Labor Burden

50%

\$0.00

Total Labor Cost:

\$0.00

Grand Total Cost from above:

\$0.00

Overhead

5%

\$0.00

Profit

5%

\$0.00

Subtotal:

\$0.00

Sub-Subcontractor (Johnson Controls)

\$1,430.00

Profit on Sub-Subcontractor

10%

\$143.00

Bond

Grand Total:

\$1,573.00

Exclusions: Same as Bid Day

Please issue a change order ADD for \$1,573.00

Thank You,

Steven Cash  
Project Manager



# PROPOSAL

Johnson Controls, Inc.  
3021 West Bend Drive  
Irving, TX 75063-3116  
Tel. (972) 868-3600  
FAX (972) 869-9421

Date: April 28, 2011

TO: Tindall Mechanical Contracting  
700 Strags Rd.

Cedar Hill, Tx 75104

Attn: Steve Cash

Project: Collin County Central Plant

We propose to furnish the materials and/or perform the work described below for the net price of :

\$1,430.00

For the above price this proposal INCLUDES:

Changing the control logic for the heat exchanger pumps per the written direction of Summit Consultants, Inc.  
Working with Rockwall Controls to implement new points viewable to the front end for proper control.

Alternates to the proposal are:

1. Not applicable

This proposal DOES NOT include:

1. Any re-wiring of control componets.
2. Overtime labor.

(IMPORTANT: This proposal incorporates by reference the terms and conditions on the reverse side hereof.)

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until

5-30-2011

Alternate Numbers \_\_\_\_\_

Johnson Controls, Inc.

\_\_\_\_\_  
Purchaser - Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Name: K. Morris

Title: \_\_\_\_\_

Title: Project Manager

Date: \_\_\_\_\_

PO #: \_\_\_\_\_

## TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent.  
Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCB's discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in Johnson's initial invoice. Purchaser agrees to pay Johnson the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of permanent unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefor.
4. **WARRANTY.** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by Johnson, for a period of ninety (90) days from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson receives from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson of any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
5. **LIABILITY.** Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of John, etc.
8. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **ATTORNEYS' FEES.** Purchaser agrees that he will pay and reimburse Johnson for any and all reasonable attorneys' fees which are incurred by Johnson in the collection of amounts due and payable hereunder.
11. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
12. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
13. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
14. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
15. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

# Change Order Request: # 8

Date: 5/4/2011

Tindall Mechanical, Inc.  
700 Straus  
Cedar Hill, Texas 75104  
Ph #: (972) 291-1724 Fax #: (972) 291-5039

To: Collin county  
Mckinny, Tx.  
Ofc: 972-387-7376 Fax: 972-387-7377  
Site: Fax:

Project: Collin County Central Plant Upgrade

Attn: Brad Harris

Description: Material and labor to Add Router and logic per CC Request. Exclusions same as JCI.

\$ -  
\$0.00

## Project Management

\$0.00

\$0.00

Rental: Rotary Hammer & Cutoff Saw

\$0.00 2 day Rental

Pick-up & Delivery

\$0.00

Labor - Field at \$25.00/hr

\$0.00

0 Man Hours

Labor - Shop at \$20.00/hr

\$0.00

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Excavation (see attached)

\$0.00

Supervision at \$25.00/hr

\$0.00 15% of Man Hours = 0

Labor Burden

50%

\$0.00

Total Labor Cost:

\$0.00

Grand Total Cost from above:

\$0.00

Overhead

5%

\$0.00

Profit

5%

\$0.00

Subtotal:

\$0.00

Sub-Subcontractor (Johnson Controls)

\$1,280.00

Profit on Sub-Subcontractor

10%

\$128.00

Bond

Grand Total:

\$1,408.00

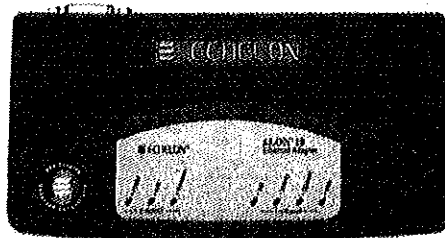
Exclusions: Same as JCI Quote

Please issue a change order ADD for \$1,408.00

Thank You,

Steven Cash  
Project Manager

## *i*.LON® 10 Ethernet Adapter Models 72010 and 72011



### Description

The *i*.LON 10 Ethernet Adapter is a low-cost interface that connects LONWORKS based everyday devices to the Internet, a LAN, or a WAN. Through the *i*.LON 10 Adapter, everyday devices like appliances, meters, load controls, lights, security systems, pumps, and valves can be connected to the Internet via a 10 BaseT broadband connection or PPP dial-up connection using an external modem. A local or remote service center running Echelon's LNS® server can then configure, monitor and control the devices – from across the room or across the world.

The *i*.LON 10 Adapter is available with a power line (Model 72011) or free topology twisted pair (Model 72010) channel interface. The power line version signals through the power mains of a home or building, and has the advantage of requiring no new wires – simply plug the adapter into the power mains and it's connected to the other power line based devices. The free topology adapter uses inexpensive twisted pair wiring to interconnect devices. Free topology technology has no wiring restrictions, and the installer is free to route the wire in the most expeditious manner.

The *i*.LON 10 Adapter operates on 10 BaseT Ethernet networks using TCP/IP, or can use an optional external modem when telephone dial-up is required. Designed for applications in which IP connectivity is needed to monitor, manage, or diagnose everyday devices, the *i*.LON 10 Adapter is designed as a Remote Network Interface (RNI) for use with LNS based network management tools. An RNI allows the *i*.LON 10 Adapter to act as an extension of the network management tool: anything that can be monitored, adjusted, or controlled locally can be done remotely via the RNI.

LNS is a client-server network management package whose scalable architecture allows multiple users to install devices, diagnose problems, and make changes to the LONWORKS network. LNS reduces complexity by automating common system

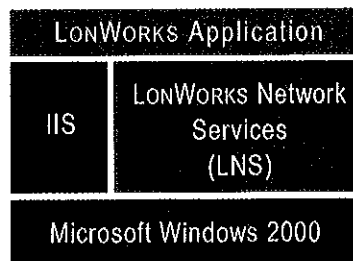
- ▼ Connects LONWORKS® networks to TCP/IP Ethernet networks for residential, commercial, and utility applications
- ▼ Power line (PL-20) or twisted pair (TP/XF-FT-10) LONWORKS channel support
- ▼ 10 BaseT Ethernet interface
- ▼ MD5 secured communications
- ▼ Supports PPP remote dial-up to local ISP or corporate terminal servers with optional external modem
- ▼ Compatible with NAT for operation behind firewalls
- ▼ Static or acquired (DHCP) IP address
- ▼ Uses less than 2% of available 10 BaseT bandwidth
- ▼ Local or remote configuration via built-in configuration Web page

tasks and handling directory management — providing the perfect platform on which to build value-added services.

To support redundant, off-site LNS servers, the *i*.LON 10 Adapter can be configured with the addresses of multiple LNS servers. The adapter will automatically "roll" from one server to the next if a connection is lost. Connectivity between the *i*.LON 10 Adapter and the LNS host may be secured using MD5 authentication.

The *i*.LON 10 adapter provides access to LONWORKS network variables, configuration properties and application messages. When used in conjunction with LNS and a standard Web server such as Microsoft's IIS (shipped as part of Windows® 2000 and Windows XP), the *i*.LON 10 Adapter allows LONWORKS information to be accessed from any Web browser. Home owners, property managers, and maintenance technicians can monitor and control everyday devices using a standard Web browser - at home, at work, on the road.

Designed for use in local, wide area or dial-up networks, the *i*.LON 10 adapter is compatible with common IP networking protocols including TCP, PPP, NAT, DHCP, DNS, MD5 and HTTP.



## TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent.  
Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCB's discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in Johnson's initial invoice. Purchaser agrees to pay Johnson the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of permanent unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefor.
4. **WARRANTY.** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by Johnson, for a period of ninety (90) days from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson receives from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson of any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
5. **LIABILITY.** Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of John, etc.
8. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **ATTORNEYS' FEES.** Purchaser agrees that he will pay and reimburse Johnson for any and all reasonable attorneys' fees which are incurred by Johnson in the collection of amounts due and payable hereunder.
11. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
12. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
13. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
14. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
15. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.



# PROPOSAL

Johnson Controls, Inc.  
3021 West Bend Drive  
Irving, TX 75063-3116  
Tel. (972) 868-3600  
FAX (972) 869-9421

Date: May 3, 2011

TO: Tindall Mechanical Contracting  
700 Strags Rd.  
Cedar Hill, Tx 75104  
Attn: Steve Cash

Project: Collin County Central Plant

We propose to furnish the materials and/or perform the work described below for the net price of :  
1,280.00

For the above price this proposal INCLUDES:

Provide and install 1 Echelon LON IP router.  
Reconfigure LON network channels within existing database.  
Working with the Collin County IT department to configure IP addresses for LON router.  
Testing VPN access with Collin County IT department.

Alternates to the proposal are:

Not applicable

This proposal DOES NOT include:

1. Troubleshooting of existing IT network.
2. JCI will not provide 110 Volt power
3. Overtime labor

(IMPORTANT: This proposal incorporates by reference the terms and conditions on the reverse side hereof.)

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until

5-30-2011

Alternate Numbers \_\_\_\_\_

Johnson Controls, Inc.

\_\_\_\_\_  
Purchaser - Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Name: K. Morris

Title: \_\_\_\_\_

Title: Project Manager

Date: \_\_\_\_\_

PO #: \_\_\_\_\_



## Specifications

Channel Type	72010 TP/FT-10 free topology twisted pair
	72011 PL-20N or PL-20C power line
Network Connector	72010 TP/FT-10: screw terminals
	72011 PL-20: 2.1mm (inside diameter) barrel connector
Operating Input Voltage	72010 TP/FT-10: 9 VDC for use with Echelon 780x0 power supplies
	72011 PL-20: 100-240VAC, 50/60 Hz
Input Voltage Connector	72010 TP/FT-10: 2.1mm (inside diameter) barrel connector
	72011 PL-20: 2.1mm (inside diameter) barrel connector
Operating Input Current	72010 TP/FT-10: 270mA
	72011 PL-20: 400mA
Controls	Service switch
Indicators	Power On/Wink
	Ethernet link
	Connect
	Service
Modem Port	Standard EIA-232 serial 9 pin
Modem Port Connector Type	DB-9
Ethernet Port	10 BaseT
Ethernet Connector Type	RJ-45
Temperature	
Operating	0 to +50°C
Non-operating	0 to +50°C
Humidity (non-condensing)	
Operating	25 to 90% RH @ 50°C
Non-operating	95% RH max @ 50°C
Dimensions	2.8cm x 15.3cm x 7.9cm (H x W x D)
	(1.11" x 6.04" x 3.13")
EMC	FCC Part 15 Class B, EN50065-1 Class B
Agency Listings	UL 60950, cUL C22.2 No. 60950-00, TÜV EN60950, CE, C-Tick.

## Ordering Information

Product	Echelon Model Number
iLON 10 Ethernet Adapter – TP/FT-10 (9VDC) – US Plug	72010-1
iLON 10 Ethernet Adapter – TP/FT-10 (9VDC) – Continental Europe Plug	72010-2
iLON 10 Ethernet Adapter – TP/FT-10 (9VDC) – UK Plug	72010-3
iLON 10 Ethernet Adapter – TP/FT-10 (9VDC) – Japan Plug	72010-4
iLON 10 Ethernet Adapter – PL-20 (12.5VDC) – US Plug	72011-1
iLON 10 Ethernet Adapter – PL-20 (12.5VDC) – Continental Europe Plug	72011-2

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### Disclaimer

Neuron Chips, Free Topology Twisted Pair Transceiver Modules, and other OEM Products were not designed for use in equipment or systems which involve danger to human health or safety or a risk of property damage and Echelon assumes no responsibility or liability for use of the Neuron Chips or Free Topology Twisted Pair Transceiver Modules in such applications. ECHELON MAKES AND YOU RECEIVE NO WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR IN ANY COMMUNICATION WITH YOU, AND ECHELON SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. 003-0353-01C



www.echelon.com

# Change Order Request: # 9

Date: 5/5/2011

Tindall Mechanical, Inc.  
700 Straus  
Cedar Hill, Texas 75104  
Ph #: (972) 291-1724 Fax #: (972) 291-8039

To: Collin county  
Mckinny, Tx.  
Ofc: 972-387-7375 Fax: 972-387-7377  
Site: Fax:

Project: Collin County Central Plant Upgrade

Attn: Brad Harris

Description: Material and labor to wire two iso. Valves for CH 3&4, provide controller to interface and provide programming and sequencing per JCI quote attached.

\$ -  
\$0.00

## Project Management

\$0.00

\$0.00

Rental: Rotary Hammer & Cutoff Saw

\$0.00 2 day Rental

Pick-up & Delivery

\$0.00

Labor - Field at \$25.00/hr

\$0.00

0 Man Hours

Labor - Shop at \$20.00/hr

\$0.00

0 Man Hours

Excavation (see attached)

\$0.00

Supervision at \$25.00/hr

\$0.00 15% of Man Hours = 0

Labor Burden

50%

\$0.00

Total Labor Cost:

\$0.00

Grand Total Cost from above:

\$0.00

Overhead

5%

\$0.00

Profit

5%

\$0.00

Subtotal:

\$0.00

Sub-Subcontractor (Johnson Controls)

\$2,816.00

Profit on Sub-Subcontractor

10%

\$281.60

Bond

Grand Total:

\$3,097.60

Exclusions: Same as JCI Quote

Please issue a change order ADD for \$3,098.00

Thank You,

Steven Cash  
Project Manager



# PROPOSAL

Johnson Controls, Inc.  
3021 West Bend Drive  
Irving, TX 75063-3116  
Tel. (972) 868-3600  
FAX (972) 869-9421

Date: May 5, 2011

TO: Tindall Mechanical Contracting  
700 Strags Rd.  
Cedar Hill, Tx 75104  
Attn: Steve Cash

Project: Collin County Central Plant

We propose to furnish the materials and/or perform the work described below for the net price of :

\$2,816.00

For the above price this proposal INCLUDES:

- The wiring of two isolation valves for chiller 3 and 4.
- Provide a LN-IO301-1 controller to interface with valves .
- Provide programming and sequencing for two isolation valves and lead/lag of pumps 7 and 8.

Alternates to the proposal are:

Not applicable

This proposal DOES NOT include:

1. Providing new isolation valves and/or any replacement parts.
2. JCI will not provide 110 Volt power
3. Overtime labor

(IMPORTANT: This proposal incorporates by reference the terms and conditions on the reverse side hereof.)

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until

5/30/2011

Alternate Numbers \_\_\_\_\_

Johnson Controls, Inc.

\_\_\_\_\_  
Purchaser - Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
PO #: \_\_\_\_\_

Name: K. Morris  
Title: Project Manager

## TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent.  
Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCB's discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in Johnson's initial invoice. Purchaser agrees to pay Johnson the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of permanent unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefor.
4. **WARRANTY.** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by Johnson, for a period of ninety (90) days from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson receives from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson of any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
5. **LIABILITY.** Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of John, etc.
8. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **ATTORNEYS' FEES.** Purchaser agrees that he will pay and reimburse Johnson for any and all reasonable attorneys' fees which are incurred by Johnson in the collection of amounts due and payable hereunder.
11. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
12. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
13. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
14. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
15. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.